



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE A/S Residential
 This form is recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

PA LICENSED BROKER

AGENT FOR SELLER

John H. Follerman, Realtor PH 964-2100

SUBAGENT FOR SELLER

201 Box 333 Mt. Gretna, PA 17064 FAX PH 964-2100

ADDRESS

AGENT FOR BUYER *Re/Max of Lebanon County* PH 770-8300

ADDRESS *207 W. Penna. Ave. Lebanon, PA 17042* FAX PH 770-8300

1. This Agreement, dated *July 1, 1999*, is between

SELLER(S): *Linda M. Follerman*

Address: *354 Timber Road*

BUYER(S): *Jack Peter Mazzoni* Zip Code *17064*

Karen Anne Mazzoni hereafter "Seller," and

Address: *11673 Highway P.P.* Zip Code *65459* hereafter "Buyer."

2. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

354 Timber Road

County of *Lancaster* in the Township of *S. Lancaster*

in the Commonwealth of Pennsylvania, Zip Code *17064*

Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date) *31-91-7350-207-303*

3. TERMS (1-98) (A) Purchase Price *\$165,000.00*

which shall be paid to Seller by Buyer as follows: *One Hundred Sixty Five Thousand Dollars*

(B) Cash or check at signing this Agreement *ONE HUNDRED SIXTY FIVE THOUSAND*

(C) Cash or check on or before: *3/99* *5,000.00*

(D) *7/1/99* *5,000.00*

(E) Cash, cashier's or certified check at time of settlement: *7/1/99* *160,000.00*

(F) Deposits to be held by Agent for Seller, unless otherwise stated: *7/1/99* *16,000.00*

(G) Written approval of title to be on or before: *7/1/99* *7/1/99*

(H) Settlement to be made on or before: *Aug 31, 1999*

(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

(K) At time of settlement, the following shall be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer rents, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:

4. FIXTURES AND PERSONAL PROPERTY (1-98):

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; shades, blinds, window covering hardware; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: *Dishwasher, range, refrigerator, hot tub, chair lift, washer & dryer, window coverings*

(B) EXCLUDED fixtures and items:

5. SPECIAL CLAUSES (1-98)

(A) Buyer and Seller acknowledge having received a statement of their respective estimated closing costs before signing this Agreement of Sale.

(B) Buyer acknowledges receipt of Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See Notice, Information Regarding the Seller's Property Disclosure Act.)

(C) Buyer acknowledges receipt of the Deposit Money Notice (for cooperative sales when Agent for Seller is holding deposit money) before signing this Agreement.

(D) The following are a part of this Agreement if checked:

Licensed Dual Agency Addendum (PAR Form 140)

Settlement of Other Property Contingency (PAR Form 133)

Sale & Settlement of Other Property Contingency Addendum (PAR Form 130)

Tenant-Occupied Property Addendum (PAR Form TOP)

Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form 131)

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NOTICE TO BUYERS SEEKING MORTGAGE LENDING CONCERNING INSPECTION

The appraised value of the Property is used in determining the maximum amount of the mortgage loan and may be different from the purchase price and market value.

NOTICES AND INFORMATION ON PROPERTY CONDITION INSPECTIONS

U.S. Department of Housing and Urban Development

FHA Loans: PROPERTY INSPECTION NOTICE Importance of Home Inspections:

The U.S. Department of Housing and Urban Development (HUD) does not warrant the value or condition of a home. While HUD's FHA (the Federal Housing Administration) program requires the lender to have an appraiser determine the value of the property, it is an estimate only and is used to determine the amount of mortgage FHA will insure and if the condition of the property makes it eligible for FHA mortgage insurance. It is not, however, a guarantee that the property is free of defects.

As the purchaser (buyer), you should carefully examine the property or have it inspected by a qualified home inspection company to make sure that the condition is acceptable to you. You should do this before you sign the sales agreement (this document) or make the contract contingent on the inspection. If repairs are needed, you may negotiate with the owner about having the faults corrected.

There is no requirement that you hire an inspector. If you choose to, the cost of the inspection up to \$200 may be included in your mortgage loan. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading, "Home Inspection Services."

If you believe you have been subject to discrimination because of your race, color, religion, sex, handicap, familial status, or national origin, you should contact the HUD Fair Housing and Equal Opportunity Complaint Hotline: (800) 669-9777.

This statement must be delivered to you at the time of initial loan application. Return one copy to your lender as proof of notification and keep one copy for your records.

You, the borrower(s), must be certain that you understand the transaction. Seek professional advice if you are uncertain.

PROPERTY INSPECTION NOTICES

Property Inspection: A general inspection of the Property can be performed by a professional home inspection service and may include inspections of: structural components; roof; exterior windows and exterior doors; siding; exterior gutters and downspouts; appliances; electrical, plumbing, heating, and cooling systems; water penetration; and any other items that may reflect inspection. Inspections might include: Environment Hazards (e.g., Asbestos, Ureaformaldehyde Foam Insulation, Underground Storage Tanks, etc.); Electromagnetic Fields; Wetlands Inspection, Flood Plain Verification, Property Boundary/Square Footage Verification; and any other items that may be relevant. Buyer is advised to investigate easements, deed and use restrictions that apply to the Property and to review local zoning regulations.

Flood Plains: If the Property is located in a flood plain, the buyer may be required to carry additional insurance.

Property Boundary / Square Footage: Buyer is advised that seller has not had the Property surveyed and that any fences, hedges, walls and other natural or constructed barriers may or may not reflect the true boundary lines of the Property. Buyer is also advised that any numerical representations of square footage of the structure(s) and/or lot size are approximations and may be inaccurate. Buyer is advised to engage a professional surveyor or obtain an independent measurement of the structure(s) and/or lot size if the Buyer wishes to make this sale contingent on Buyer's approval of the Property's boundaries or square footage.

Water Service: Buyer will select a local water service inspected by a professional water testing company. In addition, on-site water service system may have to meet minimum land/or quantity requirements set by the municipality or the mortgage lender.

Wood-Destroying Insect Inspection: Insects whose primary source of food is wood, such as termites, wood-boring beetles, carpenter ants, carpenter bees and certain other insects, can cause damage to the wood structure of a residence. Termite and Pest Control companies are available to make inspections to determine whether wood-destroying insects are present. Because of the way these insects function, damage to wood may be hidden. Careful selection should be made of skilled experts in the termite/pest control field to insure a proper determination of whether wood-boring insects or resultant damage is present.

ENVIRONMENTAL NOTICES

Asbestos: The heat-resistant and durable nature of asbestos makes it useful in construction and industry. The physical properties that give asbestos its resistance to heat and decay are linked with several adverse human health effects. Asbestos can easily break into microscopic fibers that can remain suspended in the air for long periods of time. When inhaled, these fibers easily penetrate body tissue. Asbestos is known to cause Asbestosis and various forms of cancer. Inquiries or requests for more information about asbestos can be directed to the United States Environmental Protection Agency, 1111 18th Street N.W., Washington, D.C. 20207, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120.

Electromagnetic Fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.

Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly. For more information and a list of hazardous substances, contact U.S. Environmental Protection Agency, 1111 18th Street N.W., Washington, D.C. 20207, (202) 634-7740.

Ureaformaldehyde Foam Insulation (UFFI): Ureaformaldehyde Foam Insulation (UFFI) is a thermal insulation material that is manufactured at the site of installation and pumped into the space in the walls of the building being insulated. UFFI can release formaldehyde gas into the interiors of the buildings in which it is installed. Adverse health effects linked to exposure to UFFI are cancer, acute illness such as eye, nose, and throat irritation, and sensitization. Although a 1982 ban of future sales of UFFI by the U.S. Consumer Product Safety Commission was overturned in 1983 because the health risk was not established as "unreasonable," it is recommended that prospective buyers be informed if UFFI is present or has been present on the property. Tests can be conducted to determine the concentration of formaldehyde gas present in a structure, as well as to measure the presence and toxicity of UFFI. The cost of removing UFFI will vary with the design of the construction and the accessibility of the insulation. Information regarding tests and testing procedures can be obtained by writing the U.S. Consumer Product Safety Commission, Office of the Secretary, Third Floor, 5401 Westbard Avenue, Bethesda, MD 20207.

Wetlands: Wetlands are protected by both the federal and state governments. Buyer may wish to have the Property inspected for wetlands by an environmental engineer to determine if permits for plans to build, improve, or develop the property would be affected or denied because of wetlands.

149 ELECTED
 150 (A) Within 10 days of the execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications completed by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). Other provisions of this
 151 Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. If Buyer is not satisfied
 152 with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:

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Option 1
 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
 2. Terminate the Agreement of Sale in writing by notice to Agent for Seller, if any, otherwise to Seller, within the time given for inspection, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement will be NULL and VOID.

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Option 2
 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ 1,000.
 2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(A) (Option 2) 1, Buyer will deliver the report(s) to Agent for Seller, if any, otherwise to Seller, within the time given for inspection.
 a. Seller will, within 5 days of receiving the report(s), inform Buyer in writing of Seller's choice to:
 1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to the amount specified in paragraph 8 (A) (Option 2) 1.
 2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s) and the amount specified in paragraph 8 (A) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.
 3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).
 b. If Seller chooses to make repairs or credit Buyer at settlement for any defects in conditions contained in the report(s), Buyer shall accept the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement.
 c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time given, Buyer will within 5 days:
 1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
 2) Terminate the Agreement of Sale in writing by notice to Agent for Seller, if any, otherwise to Seller, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID.

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(B) Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

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327 2) Should Seller agree to the terms of the corrective proposal or fail to respond within the given time, Buyer will, within 5 days,
328 elect to:
329 a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
330 b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned
331 promptly to Buyer and this Agreement of Sale will be NULL and VOID.

332 **X** Option 2

333 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
334 b. Submit a written, corrective proposal to Agent for Seller, if any, otherwise to Seller. The corrective proposal will include, but not be
335 limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective
336 measures. Seller shall pay a maximum of 50% of the cost of the corrective proposal toward the total cost of remediation and retests, which shall be
337 completed by settlement. 50% of the cost of the corrective proposal will be paid to the Agent for Seller. KAM
338 1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 12(B) (Option 2) b, Seller will, within
339 5 days of receipt of the cost of remediation, notify Buyer of Seller's choice to pay for the total cost of remediation and retests, OR not pay for the total cost of remediation and retests.
340 2) If the Seller chooses not to pay for the total cost of remediation and retests, Buyer will, within 5 days of receipt of Seller's
341 notification, notify Seller, in writing, of Buyer's choice to:
342 a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case
343 Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement; OR
344 b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly
345 to Buyer and this Agreement of Sale will be NULL and VOID.

346 (C) Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this
347 contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

348 13. STATUS OF WATER (1-98)

349 (A) Seller represents that this property is served by:
350 Public Water
 On-site Water
 Community Water
 None

351 (B) WATER SERVICE INSPECTION CONTINGENCY

352 WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES
353 THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

354 ELECTED 45 10/27/3199 10/27/3199 10/27/3199 10/27/3199 10/27/3199 10/27/3199 10/27/3199 10/27/3199
355 1. Buyer has the option, within 5 days of the execution of this Agreement and at Buyer's expense, to deliver to Agent for Seller, if any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.
356 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the
357 inspection company. Seller also agrees to restore the Property prior to settlement.
358 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authorities and/or fails to
359 satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller shall, within 5 days of receipt of
360 the report, notify Buyer in writing of Seller's choice to:
361 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees
362 to the RELEASE set forth in paragraph 26 of this Agreement, OR
363 b. Not upgrade the water service.
364 4. If Seller chooses not to upgrade the water service to minimum acceptable levels, Buyer will, within 5 days of Seller's notice
365 not to correct, either:
366 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade
367 the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at
368 Buyer's expense and with Seller's permission, which shall not be unreasonably withheld, and agree to the RELEASE set forth in
369 paragraph 26 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's
370 denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be
371 returned promptly to Buyer and this Agreement of Sale will be NULL and VOID, OR
372 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer
373 and this Agreement of Sale will be NULL and VOID.
374 5. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of
375 this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

376 14. STATUS OF SEWER (1-98)

377 (A) Seller represents that Property is served by:
378 Public Sewer
379 Individual On-lot Sewage Disposal System (See Sewage Notice 1)
380 Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)
381 Community Sewage Disposal System
382 Ten-acre Permit Exemption (See Sewage Notice 2)
383 Holding Tank (See Sewage Notice 3)
384 None (See Sewage Notice 1)
385 None Available/Permit Limitations in Effect (See Sewage Notice 5)
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387 (B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

388 WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER
389 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

390 ELECTED
391 1. Buyer has the option, within 5 days of the execution of this Agreement and at Buyer's expense, to deliver to Agent for Seller, if any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.
392 2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement.
393 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller shall, within 5 days of receipt of the report, notify Buyer in writing of Seller's choice to:
394 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement, OR
395 b. Not correct the defects, in which case Buyer will, within 5 days of Seller's notice not to correct the defects, either:
396 1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct
397 the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at
398 Buyer's sole expense and with Seller's permission, which shall not be unreasonably withheld, and agree to the RELEASE set
399 forth in paragraph 26 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of
400 Seller's denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase
401 price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID, OR
402 2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned
403 promptly to Buyer and this Agreement of Sale will be NULL and VOID.
404 4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 5 days of
405 receipt of the report, submit a corrective proposal to Agent for Buyer, if any, otherwise to Buyer. The corrective proposal will include,
406 but not be limited to, the name of the remediation company; provisions for payment, including retests; and completion date for corrective
407 measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the given time, Buyer
408 will:
409 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE
410 set forth in paragraph 26 of this Agreement, OR

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- o. Accept the Property and the system and, if required by the mortgage lender, and/or any governmental authority, correct the defects before settling it or within the time required by the mortgage lender, and/or any governmental authority, at Buyer's sole expense and with Seller's permission, which shall not be unreasonably withheld, and agree to the RELEASE set forth in paragraph 26 of this Agreement. If Seller denies Buyer permission to correct the defects, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID. OR
- c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID.

5. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

15. NOTICES & ASSESSMENTS (1-98)

(A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here:

(B) Seller knows of no other potential notices and assessments except as follows:

(C) In the event notices and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing within 5 days of receiving the notice or assessment, that Seller shall:

1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement, OR
2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that Buyer shall:
 - a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
 - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID.

If Buyer fails to notify Seller within the given time, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

(D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(E) If required by law, Seller shall deliver to Agent for Buyer, if any, otherwise to Buyer, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.

16. TITLE, SURVEYS, AND COSTS (1-98)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.

(B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in paragraph 16(A), Buyer shall have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by Buyer to Seller on account of purchase price and Seller shall reimburse Buyer for any costs incurred by Buyer for those items specified in paragraph 16(C) and in paragraph 16(D) items (1), (2), (3); and in the latter event there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL and VOID.

(C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), shall be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender shall be secured and paid for by Buyer.

(D) Buyer shall pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

17. ZONING CLASSIFICATION (1-98)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

Zoning Classification: R1

ELECTED. Within 1 days of the execution of this Agreement, Buyer will verify that the existing use of the Property as is permitted. In the event the use is not permitted, Buyer will, within the time given for verification, notify Agent for Seller, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement will be NULL and VOID, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer. Buyer's failure to respond within the given time shall constitute a WAIVER of this contingency and all other terms of this Agreement of Sale remain in full force and effect.

18. COAL NOTICE

NOT APPLICABLE
 APPLICABLE

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

19. POSSESSION (1-98)

(A) Possession is to be delivered by deed, keys and:

1. Physical possession to a vacant building (if any) broom clean, free of debris at day and time of settlement, AND/OR
2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant occupied at the execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing of this Agreement of Sale, if Property is tenant occupied.

(B) Seller shall not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed written consent of Buyer.

20. RECORDING (3-85) This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

21. ASSIGNMENT (3-85) This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer shall not transfer or assign this Agreement without the written consent of Seller.

22. DEPOSIT AND RECOVERY FUND (1-98)

(A) Deposits paid by Buyer within 30 days of settlement shall be by cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent identified in paragraph 3(F), who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent may hold any uncashed check tendered as deposit pending the acceptance of this offer.

(B) In the event of a dispute over entitlement to deposit monies, the Agent holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, Agent shall distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer and Seller agree that, in the event any Agent herein is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the Agent(s) will be paid by the party joining the Agent.

521 (C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a civil judgment against a Pennsylvania real estate 5
 522 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust- 5
 523 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 882-2113 (within Pennsylvania) and 5
 524 (717) 783-4854 (outside Pennsylvania). 5

525 23. CONDOMINIUM RESALE ACT NOTICE (8-95) 5

526 NOT APPLICABLE 5

527 APPLICABLE 5

528 (A) Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association. 5
 529 (B) §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condo- 5
 530 minium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association. 5
 531 (C) Within _____ days of the execution of this Agreement, Seller shall submit a request to the association for a Certificate of Resale and the doc- 5
 532 uments necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 5
 533 10 days of Seller's request. 5
 534 (D) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller 5
 535 liable to Buyer for any erroneous information provided by the association and included in the Certificate. 5
 536 (E) Buyer may declare the Agreement of Sale VOID at any time before Buyer's receipt of the Certificate of Resale and for 5 days thereafter, OR 5
 537 until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be 5
 538 returned to Buyer. 5

539 24. PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) NOTICE FOR PURPOSES OF RESALE ONLY (1-97) 5

540 NOT APPLICABLE 5

541 APPLICABLE 5

542 (A) Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of 5
 543 Planned Community Notice for the definition contained in the Act). 5
 544 (B) §5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regu- 5
 545 lations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act. 5
 546 (C) Within _____ days of the execution of this agreement, Seller shall submit a request to the association for a Certificate and the documents nec- 5
 547 essary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of 5
 548 Seller's request. 5
 549 (D) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller 5
 550 liable to Buyer for any erroneous information provided by the Association and included in the Certificate. 5
 551 (E) Buyer may declare the Agreement of Sale VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR 5
 552 until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be 5
 553 returned to Buyer. 5

554 25. MAINTENANCE AND RISK OF LOSS (1-98) 5

555 (A) Seller shall maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal 5
 556 wear and tear excepted. 5
 557 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly 5
 558 notify Buyer in writing of Seller's choice to: 5
 559 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed sys- 5
 560 tem or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the 5
 561 RELEASE set forth in paragraph 26 of this Agreement. 5
 562 2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which 5
 563 case Buyer will notify Seller in writing within 5 days of before settlement, whichever is sooner, that Buyer shall: 5
 564 a. Accept the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 5
 565 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer 5
 566 and this Agreement of Sale will be NULL and VOID. 5
 567 (C) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any prop- 5
 568 erty included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and 5
 569 promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds 5
 570 of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of 5
 571 the time of execution of this Agreement. 5
 572 Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this con- 5
 573 tingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 5
 574 26. RELEASE (7-96) — Buyer hereby releases, quit claims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOY- 5
 575 EES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or 5
 576 through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of 5
 577 the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, 5
 578 lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site 5
 579 water service system, or any defects or conditions on the Property. This release shall survive settlement. 5
 580 27. REPRESENTATIONS (1-98) 5

581 (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents 5
 582 or their employees are not a part of this Agreement, unless expressly incorporated or stated in this Agreement. 5
 583 (B) It is understood that Buyer has inspected the Property before signing this Agreement of Sale (including fixtures and any personal prop- 5
 584 erty specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless 5
 585 otherwise stated in this Agreement. Buyer acknowledges that the Agents have not made an independent examination or determination 5
 586 of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or 5
 587 of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems 5
 588 contained therein. 5
 589 (C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, 5
 590 covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this 5
 591 Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties. 5
 592 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs. 5

593 28. DEFAULT-TIME OF THE ESSENCE (1-98) 5

594 The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be 5
 595 of the essence of this Agreement. For the purposes of this Agreement, number of days shall be counted from the date of execution, by excluding the 5
 596 day this Agreement was executed and including the last day of the time period. Should Buyer: 5
 597

598 (A) Fail to make any additional payments as specified in paragraph 3; OR 5
 599 (B) Furnish false or incomplete information to Seller, Agent for Seller, Agent for Buyer, or the mortgage lender, if any, concerning Buyer's legal or 5
 600 financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the 5
 601 approval of a mortgage loan commitment; OR 5
 602 (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement; 5
 603 then in such case, Seller shall have the option of retaining all deposit monies and other sums paid by Buyer on account of purchase price, 5
 604 whether required by this Agreement or not, only as elected below: (Check only one) 5
 605 As liquidated damages. In this event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be 5
 606 NULL and VOID. 5
 607 On account of purchase price, or as monies to be applied to Seller's damages, or as liquidated damages for such breach, as Seller may 5
 608 elect. In the event of liquidated damages, Buyer and Seller shall be released from further liability or obligation and this Agreement shall 5
 609 be NULL and VOID. 5

610 29. AGENT(S) (1-98) It is expressly understood and agreed between the parties that the named Agent for Seller, any Subagents, their salespeople, 5
 611 employees, officers and/or partners, are Agent(s) for Seller, and that the named Agent for the Buyer, their salespeople, employees, officers and/or 5
 612 partners, are Agent(s) for Buyer. If there is no Agent for Buyer, Agent for Seller or Subagent for Seller may perform services for Buyer in connec- 5
 613 tion with financing, insurance and document preparation, with written disclosure to Buyer and Seller. 5
 614 5
 615 5
 616 5

DISPUTE RESOLUTION SYSTEM

- 1. Agreement of Parties** The Rules and Procedures of the Dispute Resolution System ("DRS") under DRS. The written agreement can be achieved by a written **Mediation Agreement** or a separate written agreement.
- 2. Initiation of Mediation** If a dispute exists, any party may start the mediation process by submitting a completed **Request to Initiate Mediation DRS Transmittal Form** (Transmittal Form) to the local Association of REALTORS® (hereafter "Administrator"). The Transmittal Form should be available through the Administrator's office. The initiating party should try to include the following information when sending the completed Transmittal Form to the Administrator:
 - A copy of the written agreement to mediate if there is one, OR a request by the initiating party to have the Administrator contact the other parties to the dispute to invite them to join the mediation process.
 - The names, addresses and telephone numbers of the parties involved in the dispute, including the name of every insurance company known to have received notice of the dispute or claim and the corresponding file or claim number, and the date in insurance coverage documents or insurance policies of the date the dispute or claim was first made known to the insurance company.
 - A brief statement of the facts of the dispute and the damages or relief sought.

- 3. Selection of Mediator** Within five days of receiving the completed Transmittal Form, the Administrator will send each party to the dispute a copy of the Transmittal Form and a list of qualified mediators and their fee schedules. Each party then has ten days to review the list of mediators and to list the name of any mediator to whom the party objects, and return the list to the Administrator. The Administrator will appoint the first available mediator who is acceptable to all parties involved.

A mediator who has any financial or personal interest in the outcome of the mediation cannot be appointed to the dispute, unless all parties are informed and give their written consent.

- 4. Mediation Fees** Mediation fees will be divided equally among the parties and will be paid to the mediator on a per hour basis, in accordance with the payment terms contained in the mediator's fee schedule.

- 5. Time and Place of Mediation Conference** Within ten days of being appointed to the dispute, the mediator will contact the parties and agree on the date, time and place of the mediation conference. The mediator must give at least ten days advance notice to the parties. The mediation conference should not be more than sixty days from the mediator's appointment to the dispute.

- 6. Conduct of Mediation Conference** The parties attending the mediation conference will be expected to:
 - Have the authority to enter into and sign a binding settlement of the dispute.
 - Produce all information required for the mediator to understand the issues of the dispute. The information may include relevant written materials, as well as descriptions of witness testimony, content of oral testimony, whether or not they will be appearing at the mediation conference. The mediator can require the parties to submit written materials and information before the date of the mediation conference.

The mediator presiding over the mediation conference will be expected to:

- Will impartially conduct an orderly settlement negotiation.
- Will help the parties settle the mediation dispute and reach a mutually agreeable solution.
- Will have the authority, if so desired, to sign, to bind the parties to his or her decision, or to force the parties to reach a settlement.

Formal rules of evidence will not apply to the mediation conference.

- 7. Representation by Counsel** Any party who intends to be accompanied to the mediation conference by legal counsel will notify the mediator and the other parties in writing at least ten days before the conference.

- 8. Confidentiality** No aspect of the mediation can be relied upon or introduced as evidence in any arbitration, judicial or other proceeding. This includes but is not limited to, any opinions or suggestions made by any party regarding a possible settlement; any admissions made during the course of the mediation; any proposals or opinions expressed by the mediator; and any responses given by any party to opinions, suggestions, or proposals.

No privilege will be affected by disclosures made in the course of the mediation.

Transcripts or recordings of the mediation will not be allowed without the prior, written consent of all parties and the mediator.

Records, reports, and other documents received or prepared by the mediator or Administrator cannot be compelled by an arbitration, judicial or other proceeding, with the exception of an agreement that was reached in the course of mediation and signed by all the parties.

Neither the mediator nor the Administrator can be compelled to testify in any proceeding regarding information given or representations made either in the course of the mediation or in any confidential communication.

- 9. Mediated Settlement** When a dispute is resolved through mediation, the mediator will put the complete agreement in writing and all parties will sign the written agreement within ten days of the conclusion of the mediation conference. Every reasonable effort will be made to sign the written agreement at the end of the conference.

- 10. Judicial Proceedings and Immunity** NEITHER THE ADMINISTRATOR, THE MEDIATOR, THE NATIONAL ASSOCIATION OF REALTORS®, THE PENNSYLVANIA ASSOCIATION OF REALTORS®, NOR ANY OF ITS MEMBER BOARDS, SHALL BE DEEMED NECESSARY OR INDISPENSABLE PARTIES IN ANY JUDICIAL PROCEEDINGS RELATING TO MEDIATION UNDER THESE RULES AND PROCEDURES, NOR SHALL ANY OF THEM SERVING UNDER THESE PROCEDURES BE LIABLE TO ANY PARTY FOR ANY ACT, ERROR OR OMISSION IN CONNECTION WITH ANY SERVICE OR THE OPERATION OF THE HOME SELLERS/HOME BUYERS DISPUTE RESOLUTION SYSTEM.

DATE

ACCEPTEB

DATE

ACCEPTEB

DATE

ACCEPTEB

7. Additions/ Remodeling. Have you made any additions, structural changes or other alterations to the property? Yes No
If "Yes," please describe: _____

8. Water and sewage.

a) What is the source of your drinking water? Public Community System Well on Property Other
If "Other," please explain: _____

b) If your drinking water source is not public: When was your water last tested? _____ What was the result of the test? _____
Is the pumping system in working order? Yes No If "No," please explain: _____

c) What is the quantity, gallons per minute, of the on-site water service? 10/A

d) Do you have a softener, filter or other purification system? Yes No If "Yes," is the system: Leased Owned

e) What is the type of sewage system? Public Sewer Private Sewer Septic Tank Cesspool Other
If "Other," please explain: Unknown

f) Is there a sewage pump? Yes No If "Yes," is it in working order? Yes No Unknown

g) When was the cesspool or septic system last serviced? NYA

h) Is either the water or sewage system shared? Yes No If "Yes," please explain: _____

i) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?
 Yes No If "Yes," please explain: _____

9. Plumbing system.

j) Type of plumbing: Copper Galvanized Lead PVC Unknown Other If "Other," please explain: _____

k) Are you aware of any problems with any of your plumbing fixtures (including, but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? Yes No If "Yes," please explain: _____

10. Heating and air conditioning.

l) Type of air conditioning: Central Electric Central Gas Wall None Number of window units included in sale: 2
Location: Living room, master bed room

List any areas of the house that are not air conditioned: 2 units cool entire house

m) Type of heating: Electric Fuel Oil Natural Gas Other If "Other," please explain: _____

List any areas of the house that are not heated: _____

n) Type of water heating: Electric Solar Gas Other If "Other," please explain: _____

o) Are you aware of any underground fuel tanks on the property? Yes No If "Yes," please describe: _____

p) Are you aware of any problems with any item in this section? Yes No If "Yes," please explain: _____

What are the approximate annual utility costs?
Natural Gas _____ Electricity \$220.74 Trash Collection \$18. -
Propane Gas _____ Water _____
Natural Gas \$500.74 Heating Oil _____

q) Electrical system. Are you aware of any problems or repairs needed in the electrical system? Yes No
If "Yes," please explain: _____

r) Other equipment and appliances included in sale (complete only if applicable).
 Electrical Garage Door Opener Number of transmitters _____

s) Smoke Detectors. How Many? 2 Location: front hallway
back hallway

SELLER INITIALS TC

a) security alarm system owned leased lease information:

b) lawn sprinkler number automatic timer

c) swimming pool pool heater spa/hot tub list all pool/spa equipment:

d) refrigerator range microwave oven dishwasher trash compactor garbage disposal

e) washer dryer

f) intercom

g) ceiling fans number 2 location: kitchen, living room

h) other:

Are any items in this section in need of repair or replacement? Yes No unknown If "Yes," please explain:

13. Land (soils, drainage and boundaries). a) Are you aware of any fill or expansive soil on the property? Yes No

b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or affect the property? Yes No

NOTE TO BUYER: YOUR PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND 3913, MCKEE ROAD, MCMURRAY, PA 15317 (412-941-7100)

c) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property? Yes No

d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? Yes No

e) Do you know any of the past or present drainage or flooding problems affecting the property? Yes No

f) Do you know of any encroachments, boundary line disputes or easements? Yes No

NOTE TO BUYER: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title, or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

g) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? Yes No

Explain any "Yes" answers that you give in this section:

14. Hazardous substances.

a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, ureaformaldehyde foam insulation (UFFI), etc.? Yes No

b) To your knowledge, has the property been tested for any hazardous substances? Yes No If yes, please attach a copy of the test results.

c) Do you know of any other environmental concerns that might impact upon the property? Yes No

d) Do you know of any tests for radon gas that have been performed in any buildings on the property? Yes No If yes, list date, type, and results of all tests below:

DATE TYPE OF TEST RESULTS (picocuries/liter or working levels)

e) Are you aware of any radon removal system on the property? Yes No

If yes, list date installed and type of system, and whether it is in working order below:

DATE INSTALLED	TYPE OF SYSTEM	WORKING ORDER
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

f) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? Yes No If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces:

11.7.1.91

If property was constructed, or .. construction began, before 1978, you must disclose any reports or records of lead-based paint on the property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property? Yes No If yes, list all available reports and records: _____

Explain any "Yes" answers that you give in this section: _____

15. Condominiums and other homeowners associations (complete only if applicable).

Type: Condominium Cooperative Homeowners Association Other If "Other," please explain: _____

NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES: ACCORDING TO SECTION 3407 OF THE UNIFORM CONDOMINIUM ACT (68 P.A.C.S SECTION 3407 (RELATING TO RESALES OF UNITS) AND 68 P.A.C.S. SECTION 4409 (RELATING TO RESALES OF COOPERATIVE INTERESTS), A BUYER OF A RESALE UNIT IN A CONDOMINIUM OR COOPERATIVE MUST RECEIVE A CERTIFICATE OF RESALE ISSUED BY THE ASSOCIATION IN THE CONDOMINIUM OR COOPERATIVE. THE BUYER WILL HAVE THE OPTION OF CANCELING THE AGREEMENT WITH THE RETURN OF DEPOSIT MONEYS UNTIL THE CERTIFICATE HAS BEEN PROVIDED TO THE BUYER AND FOR FIVE DAYS THEREAFTER OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

SELLER INITIALS _____

16. Miscellaneous.

a) Are you aware of any existing or threatened legal action affecting the property? Yes No

Do you know of any violations of Federal, State or local laws or regulations relating to this property? Yes No

c) Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? Yes No

d) Are you aware of any judgement, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? Yes No

e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property? Yes No

f) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed elsewhere on this form? Yes No

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.

Explain any "Yes" answers that you give in this section: _____

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER Linda M Edelman DATE 4-27-99 SELLER _____ DATE _____
 SELLER _____ DATE _____ SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

DATE _____

DATE _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER

The undersigned buyer acknowledges receipt of this disclosure statement. The buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the buyer is purchasing this property in its present condition. It is the buyer's responsibility to satisfy himself or herself as to the condition of the property. The buyer may request that the property be inspected, at the buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Karen M. Mason DATE 4-27-99 BUYER _____ DATE _____
 BUYER Judy M. Mason DATE 7/3/99 BUYER _____ DATE _____

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JACK MARRONE, Husband, : CIVIL ACTION - LAW
KAREN MARRONE, Wife, : JURY TRIAL DEMANDED
Both Individually and in Their Capacity :
as Parents and Guardians for :
VIDA MARRONE, a Minor and :
MATTHEW ADAM MARRONE :
Plaintiffs : JUDGE KANE
v. : 1:CV-01-0773
ALLSTATE INSURANCE COMPANY, :
LINDA M. EDLEMAN, FRED SCHAEFFER, :
MT. GRETNNA REALTY and :
HOUSE MASTERS, :
Defendants :

CERTIFICATE OF SERVICE

I, EDWARD A. MONSKY, ESQUIRE, hereby certify that I forwarded a true and correct copy of the foregoing Motion for Summary Judgment of Defendants Fred Schaeffer and Mt. Gretna Realty upon the following individuals by first class U.S. Mail, postage prepaid, on the 14th day of May, 2003:

Gianni Floro, Esquire
Tarasi, Tarasi & Fishman, P.C.
510 Third Ave.
Pittsburgh, PA 15219

James G. Nealon, III, Esquire
Nealon & Grover
2411 N. Front St.
Harrisburg, PA 17110

John Flounlacker, Esquire.
Thomas, Thomas & Hafer
P.O. Box 999
Harrisburg, PA 17108

Jennifer L. Murphy, Esquire
Duane Morris & Heckscher
P.O. Box 1003
Harrisburg, PA 17108

Joel D. Gusky, Esquire
Harvey Pennington
Eleven Penn Center
1835 Market St., 29th Fl.
Philadelphia, PA 19103

FINE, WYATT & CAREY, P.C.

By: Edward A. Monsky
Edward A. Monsky, Esquire